

# **EXHIBIT**

## **A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.

GORDON FINANCIAL GROUP LLC,

**SUMMONS**

Plaintiff,

-against-

DIGESTIVE DISEASE ASSOCIATES PC,  
PAN AMERICAN MARKETING GROUP LLC  
and R. RANDY BRINSON,

The basis of the venue is County where  
transaction took place.

Defendants.

-----X

**TO THE ABOVE NAMED DEFENDANT(S):**

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within TWENTY (20) days after the service of this summons, exclusive of the day of service (or within THIRTY (30) days after service is complete if the summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
May 30, 2025

MARKS DIPALERMO WILSON PLLC

ADAM LOVE /S/

***Defendant's Address(es):***

DIGESTIVE DISEASE ASSOCIATES PC  
7080 Sydney Curve  
Montgomery, AL 36117

PAN AMERICAN MARKETING GROUP, LLC  
7080 Sydney Curve  
Montgomery, AL 36117

R. RANDY BRINSON  
2225 Walbash Dr.  
Montgomery, AL 36116

ADAM LOVE, Esq.  
Attorney for Plaintiff  
485 Madison Avenue, 16<sup>th</sup> Fl.  
New York, NY 10022  
(212) 370-4477

1 THE SUPREME COURT STATE OF NEW YORK  
2 COUNTY OF NEW YORK

3 GORDON FINANCIAL GROUP LLC,

4 Plaintiff,

5 v.

6 DIGESTIVE DISEASE ASSOCIATES PC,  
7 PAN AMERICAN MARKETING GROUP  
8 LLC and R. RANDY BRINSON,

9 Defendants.

INDEX NO.:

VERIFIED COMPLAINT

10  
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12  
13 Plaintiff GORDON FINANCIAL GROUP LLC, by its attorneys, Marks  
14 DiPalermo Wilson PLLC, as and for its Complaint, alleges as follows:

15  
16 **COMPLAINT**

17 1. At all relevant times herein mentioned, Plaintiff Gordon Financial Group LLC  
18 (“Plaintiff” or “GFG”) was and is a domestic limited liability company duly authorized to  
19 conduct business in the State of New Jersey.

20  
21 2. Upon information and belief, and at all times hereinafter mentioned, Defendant  
22 Digestive Disease Associates PC (“DDA” or the “Guarantor”) is a domestic professional  
23 company doing business in the State of Alabama.

24  
25 3. Upon information and belief, and at all times hereinafter mentioned, Defendant  
26 Pan American Marketing Group LLC (“Pan American”) is a domestic limited liability company  
27 doing business in the State of Alabama.

28 COMPLAINT - 1

1           4.       Upon information and belief, at all times hereinafter mentioned, Defendant Pan  
2 American conducted business in the State of New York.

3           5.       Upon information and belief, and at all times hereinafter mentioned, Defendant R.  
4 Randy Brinson (“Dr. Brinson”) is an individual currently residing in Montgomery, State of  
5 Alabama.

6           6.       At all times hereinafter mentioned, Defendant Brinson conducted business in, and  
7 transacted business in the State of New York.

8           7.       Dr. Brinson, Pan American, and DDA had a history and prior working relationship  
9 with Plaintiff and its individual members and managers.

10          8.       In past business dealings, Plaintiff (by its members, employees, and managers)  
11 worked with Dr. Brinson, garnishing a trusting working relationship.

12          9.       In 2017, after years of working with Plaintiff, Dr. Brinson contacted Plaintiff’s  
13 manager advising him that he was in desperate need of financial assistance to fund his business  
14 venture of purchasing and shipping oil from various sources.

15          10.       The business venture related to Dr. Brinson attempting to start an oil business in  
16 Africa, and other areas.

17          11.       Plaintiff was familiar with Dr. Brinson’s business acumen as they had previously  
18 engaged in business dealings.

19          12.       Plaintiff had reason to believe that Dr. Brinson would use requested funds for its  
20 intended purposes, repay the funds, and work with Plaintiff in accordance with all promises,  
21 representations and agreements.

1           13. Plaintiff was asked for two separate loans. The first in the amount of One Hundred  
2 and Sixty Thousand Dollars (\$160,000.00), and a second, several weeks later, in the amount of  
3 Forty Thousand Dollars (\$40,000.00).  
4

5           14. However, prior to funding any requested loans, Plaintiff made it clear to  
6 Defendants and Dr. Brinson, that the funds were being drawn from a line of credit and required  
7 prompt and immediate repayment.  
8

9           15. Dr. Brinson acknowledged this, and advised Plaintiff that the funds would be paid  
10 back sooner than required, and were going to be repaid immediately from revenue received from  
11 Dr. Brinson's various business ventures.  
12

13           16. Due to the failures of Defendants to make repayment of the loans, Plaintiff's line  
14 of credit is still open.

15           17. Dr. Brinson was so certain of repayment, that he agreed to pledge interests in his  
16 various business ventures to secure the loans.  
17

18           18. The Total amount, that Plaintiff eventually lent to Defendants was Two Hundred  
19 Thousand Dollars (\$200,000.00).  
20

21           19. Due to time constraints, the Plaintiff and Defendants memorialized the Loan terms  
22 and agreements in a written term sheet, dated May 18, 2017 (the "Term Sheet").  
23

24           20. Brinson, on behalf of himself, DDA and Pan American executed the Term Sheet.

25           21. Brinson agreed to personally guaranty the Loans.

26           22. DDA agreed to guaranty the Loans.

27           23. Pan American agreed to pledge revenues and equity to secure and collateralize the  
28 Loans.

COMPLAINT - 3

1           24.     The Term Sheet is governed by the laws of the State of New York.

2           25.     Plaintiff agreed to make the Loans under the short circumstances, and without fully  
3     executed loan documents because Lender was “relying on the personal representations and  
4     personal character of Dr. Brinson, who has orally agreed to personally guarantee this loan.”

5           26.     And, more importantly, “Dr. Brinson agrees to sign any and all documents to fully  
6     support this Agreement ...”

7           27.     Defendants Brinson, Pan American, and DDA derived a substantial benefit from  
8     the Loans and the Term Sheet, and have pledged the property detailed in the Term Sheet to GFG  
9     as collateral for the Loans.

10          28.     As a condition of providing the Loans, GFG relied upon the covenants,  
11     representations and promises of Defendants, including Defendants providing security  
12     agreements, notes and guarantees.

13          29.     Pursuant to the terms of the Term Sheet, Defendants Dr. Brinson, DDA, and Pan  
14     American are indebted or otherwise obligated or liable to GFG with respect to indebtedness and  
15     obligations evidenced by the Notes in the cumulative amount of Two Hundred Thousand Dollars  
16     and 00/100 (\$200,000.00).

17          30.     Defendants Dr. Brinson, DDA and Pan American failed to pay GFG under the  
18     terms of the Term Sheet.

19          31.     Plaintiff GFG has demanded payment under the terms of the Term Sheet and loan  
20     documents and additional charges from Defendants by written demand.

21          32.     Defendants continued to lure Plaintiff into believing that they would satisfy their  
22     debts obligations pursuant to the Loans.

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28  
COMPLAINT - 4

1 33. It was not until relatively recently that Plaintiff learned Defendants had no  
2 intention to honor their obligations, repay the Loan, or for that matter, make any payment to  
3 Plaintiff.  
4

5 34. Defendants' fraudulent actions were learned of for the first time, when Defendants  
6 alleged that they never borrowed any money from Plaintiff, never entered into any agreements  
7 with Plaintiff and had no obligations to GFG.  
8

9 35. Defendants have failed to make any payments.

10 **AS AND FOR A FIRST CAUSE OF ACTION**  
11 **(Fraud)**

12 36. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs "1"  
13 through and including "35" as if fully set forth herein.

14 37. Plaintiff began a business relationship with Defendants, working with  
15 Defendants and various entities over several years prior to the occurrences in this agreement.  
16

17 38. Defendants lured Plaintiff into a sense of trust, leading Plaintiff to lending  
18 certain funds to Defendants, with the promise of repayment.

19 39. Suddenly, in 2017, Dr. Brinson contacted Plaintiff, and told Plaintiff that he  
20 desperately needed money for his business enterprises and operations to start an oil business.  
21

22 40. The funds were supposed to be used for immediate startup costs, and purchase of  
23 materials and goods.

24 41. Moreover, prior to depositing the funds with Defendants, Plaintiff advised  
25 Defendants that the funds would be coming from a line of credit, that required prompt  
26 repayment.  
27

28 COMPLAINT - 5

1 42. Defendants advised that they would repay the funds sooner than the required  
2 payback period so this would not be an issue.

3  
4 43. In 2017, Plaintiff sent two payments, totaling a combined Two Hundred  
5 Thousand Dollars and 00/100 (\$200,000.00) to Defendants based upon agreements between the  
6 parties.

7  
8 44. Plaintiffs were lured, with the false sense of past performance based upon prior  
9 working relationships, and establishment of trust, representations and promises, to loan the  
10 funds. Moreover, Plaintiff was aware of Defendants' past performance of prior successful deals,  
11 which were flaunted by Defendants.

12  
13 45. The funds were supposed to be used for immediate startup costs, and purchase of  
14 materials and goods.

15  
16 46. Defendants, at the time requesting the funds, knew they had no intention of  
17 repaying the monies.

18  
19 47. But for the promises made by Defendants that the monies would be used for  
20 business purposes, and repaid to Plaintiff, Plaintiff would never have loaned the funds.

21  
22 48. Due to the conduct and actions of Defendants, Plaintiff has been significantly  
23 damaged.

24  
25 49. Indeed, Defendants borrowed funds without any foresight of repaying the funds.

26  
27 50. Plaintiff relied upon these actions.

28  
51. To Plaintiff's detriment, they were given a false representation based upon past  
performance and representations of Defendants.

COMPLAINT - 6



52. Defendants made one or more material misrepresentations of a presently existing or past fact, including but not limited to the fact that Defendants would repay Plaintiff for the guaranteed loan.

53. Defendants knew or believed the falsity of the misrepresentation(s).

54. Defendants intended that the Plaintiff would rely on the misrepresentation(s).

55. Plaintiff reasonably relied on Defendants' misrepresentation(s).

56. By reason of the foregoing, Plaintiff is entitled to a money judgment against the Defendant Dr. Brinson, jointly and severally with Defendant DDA in the amount of at least Two Hundred Thousand Dollars and 00/100 (\$200,000.00), plus interest from May 18, 2017, plus punitive damages in an amount no less than Five Hundred Thousand Dollars and 00/100 (\$500,000.00), and all costs of collection, including, but not limited to attorneys' fees and costs, plus such other amounts that may accrue during the pendency of this action until judgment is entered.

**AS AND FOR A SECOND CAUSE OF ACTION**

57. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs "1" through and including "56" as if fully set forth herein.

58. Defendants DDA, Pan American, and Dr. Brinson's failure to pay GFG under the terms of the Loans and Term Sheet.

59. The obligations and sums due and owing under the Loans and Term Sheet have matured, and are due and owing.

60. Plaintiff made due demand for repayment of the Defendants' obligations.

61. Defendants made Plaintiff believe that they would satisfy their obligations.

COMPLAINT - 7

62. However, to date, Defendants have failed to satisfy the obligations.

63. By reason of the foregoing, Plaintiff has been damaged in the amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May 19, 2017, and all costs of collection, including, but not limited to attorneys’ fees and costs.

64. By reason of the foregoing, Defendants DDA, Pan American, and Dr. Brinson are currently indebted to Plaintiff in the amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May 19, 2017, and all costs of collection, including, but not limited to attorneys’ fees and costs.

65. By reason of the foregoing, Plaintiff is entitled to a money judgment against the Defendants DDA, Pan American, and Dr. Brinson in the amount of at least Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May 19, 2017, and all costs of collection, including, but not limited to attorneys’ fees and costs, plus such other amounts that may accrue during the pendency of this action until judgment is entered.

**AS AND FOR A THIRD CAUSE OF ACTION**

66. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs “1” through and including “65” as if fully set forth herein.

67. Defendant DDA has failed to make payment under the guarantee upon due demand.

68. Defendant DDA has breached its obligations under the guarantee.

69. Defendant DDA lured Plaintiff into believing it would make good under its obligations, however, has still failed to make good on its obligations.

1           70. By reason of the foregoing, Plaintiff has been damaged in the amount of Two  
2           Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May  
3           19, 2017, and all costs of collection, including, but not limited to attorneys' fees and costs.

4  
5           71. By reason of the foregoing, Defendant DDA is currently indebted to Plaintiff in  
6           the amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%)  
7           interest from May 19, 2017, and all costs of collection, including, but not limited to attorneys'  
8           fees and costs.

9  
10          72. By reason of the foregoing, Plaintiff is entitled to a money judgment against the  
11          Defendant DDA, jointly and severally with Defendant Dr. Brinson, in the amount of at least Two  
12          Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May  
13          19, 2017, and all costs of collection, including, but not limited to attorneys' fees and costs, plus  
14          such other amounts that may accrue during the pendency of this action until judgment is entered.

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16                   **AS AND FOR A FOURTH CAUSE OF ACTION**

17  
18          73. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs  
19          "1" through and including "72" as if fully set forth herein.

20          74. Defendant Dr. Brinson has failed to make payment under the guarantee upon due  
21          demand.

22  
23          75. Defendant Dr. Brinson has breached his obligations under the guarantee.

24          76. Defendant Dr. Brinson lured Plaintiff into believing it would make good under its  
25          obligations, however, has still failed to make good on its obligations.

1           77. By reason of the foregoing, Plaintiff has been damaged in the amount of Two  
2           Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May  
3           19, 2017, and all costs of collection, including, but not limited to attorneys' fees and costs.

4  
5           78. By reason of the foregoing, Defendant Dr. Brinson is currently indebted to  
6           Plaintiff in the amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five  
7           percent (5%) interest from May 19, 2017, and all costs of collection, including, but not limited  
8           to attorneys' fees and costs.

9  
10          79. By reason of the foregoing, Plaintiff is entitled to a money judgment against the  
11          Defendant Dr. Brinson, jointly and severally with Defendant DDA in the amount of at least Two  
12          Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May  
13          19, 2017, and all costs of collection, including, but not limited to attorneys' fees and costs, plus  
14          such other amounts that may accrue during the pendency of this action until judgment is entered.  
15

16  
17                                   **AS AND FOR A FIFTH CAUSE OF ACTION**  
18

19          80. Plaintiff reiterates each and every allegation set forth in paragraphs "1" through  
20          and including "79" as if fully set forth herein.  
21

22          81. Defendants have received monies, as a loan, from Plaintiff, in the amount of Two  
23          Hundred Thousand Dollars (\$200,000.00).

24          82. Defendants received and utilized the funds for their own purposes and benefit to  
25          the detriment of Plaintiff.  
26

27          83. Defendants knowingly accepted the funds, understanding that it was their  
28          obligation to repay the monies to Plaintiff.

COMPLAINT - 10

84. By virtue of the aforesaid, Defendants have been unjustly enriched by the sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus costs and attorneys' fees.

85. By reason of the foregoing, Plaintiff is entitled to a money judgment against the Defendant Dr. Brinson, jointly and severally with Defendant DDA in the amount of at least Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus nine percent (9%) interest from May 19, 2017, and all costs of collection, including, but not limited to attorneys' fees and costs, plus such other amounts that may accrue during the pendency of this action until judgment is entered.

**AS AND FOR AN SIXTH CAUSE OF ACTION**

86. Plaintiff reiterates each and every allegation set forth in paragraphs "1" through and including "85" as if fully set forth herein. Plaintiff possesses right to possession of all monies lent with interest.

87. Defendants have wrongfully interfered with Plaintiff's right of possession of these monies by accepting and failing and refusing to repay it.

88. By reason of the foregoing, Defendants DDA, Pan American, and Dr. Brinson are currently indebted to Plaintiff in the amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus five percent (5%) interest from May 19, 2017, and all costs of collection, including, but not limited to attorneys' fees and costs.

WHEREFORE, Plaintiff GORDON FINANCIAL GROUP LLC demands:

(a) On the First Cause of Action, a money judgement against Defendant Dr. Brinson, jointly and severally with Defendant DDA, in the amount of at least Two Hundred Thousand Dollars and 00/100 (\$200,000.00) plus interest, plus punitive

1 damages in an amount no less than Five Hundred Thousand Dollars and 00/100

2 (\$500,000.00);

3 (b) On the Second Cause of Action, a money judgment against Defendants  
4 DDA, Pan American, and Dr. Brinson in the amount of at least Two Hundred Thousand  
5 Dollars and 00/100 (\$200,000.00) plus five (5%) interest from May 19, 2017, and all costs of  
6 collection, including, but not limited to attorneys' fees and costs, plus such other amounts that  
7 may accrue during the pendency of this action until judgment is entered;  
8

9 (c) On the Third Cause of Action, a money judgment against Defendant DDA,  
10 jointly and severally with Defendant Dr. Brinson, in the amount of at least Two Hundred  
11 Thousand Dollars and 00/100 (\$200,000.00) plus five (5%) interest from May 19, 2017, and all  
12 costs of collection, including, but not limited to attorneys' fees and costs, plus such other  
13 amounts that may accrue during the pendency of this action until judgment is entered.  
14

15 (d) On the Fourth Cause of Action, a money judgment against Defendant Dr.  
16 Brinson, jointly and severally with Defendant DDA in the amount of at least Two Hundred  
17 Thousand Dollars and 00/100 (\$200,000.00) plus five (5%) interest from May 19, 2017, and all  
18 costs of collection, including, but not limited to attorneys' fees and costs, plus such other  
19 amounts that may accrue during the pendency of this action until judgment is entered.  
20

21 (e) On the Fifth Cause of Action, a money judgement against Defendant Dr.  
22 Brinson, jointly and severally with Defendant DDA, in a sum to be determined, but anticipated  
23 to exceed Two Hundred Thousand Dollars and 00/100 (\$200,000.00);  
24

25 (i) On the Sixth Cause of Action, a money judgment against Defendant Dr. Brinson,  
26 jointly and severally with Defendant DDA in the amount of at least Two Hundred Thousand  
27 Dollars and 00/100 (\$200,000.00) plus five (5%) interest from May 19, 2017, and all costs of  
28

COMPLAINT - 12

1 collection, including, but not limited to attorneys' fees and costs, plus such other amounts that  
2 may accrue during the pendency of this action until judgment is entered;.

3 (j) The costs and disbursements of this action; and

4 (k) Such other and further relief as the Court deems just and proper.  
5

6  
7 Dated: May 30, 2025

8 New York, New York  
9

10 Respectfully submitted,

11 Marks DiPalermo Wilson PLLC

12 By: /S/ ADAM LOVE

13 Adam N. Love

14 Attorneys for Plaintiff

15 485 Madison Avenue, Fl. 16

16 New York, NY 10002

17 (212) 370-4477  
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COMPLAINT - 13

### VERIFICATION

I, ADAM LOVE ESQ., state:

I am an attorney at the law firm of MARKS DIPALERMO WILSON PLLC for the Plaintiff in this action, and I have read and know the contents of the foregoing Complaint. The Complaint is true to my own knowledge, except as to matters alleged upon information and belief, and as to those matters I believe it to be true.

The grounds of my belief as to all matters in the Complaint not stated upon knowledge are as follows: Statements of services rendered, contracts and correspondence between plaintiff and defendant, my general investigation of the facts of this case, and a review of files regarding the claims.

This verification is made by me because Plaintiff's offices are not located in the county where my office is located.

Dated: 5-30-25

/S/ ADAM LOVE  
\_\_\_\_\_  
ADAM LOVE, ESQ.